

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Strio Consulting, Inc.,
a Minnesota Corporation,

Plaintiff,

v.

RocketPower, Inc.,
a Delaware Corporation,

Defendant.

Case No.: 19-CV-01048-ECT-BRT

**JOINT STIPULATION TO AMEND
COMPLAINT TO ASSERT PUNITIVE
DAMAGES**

RocketPower, Inc.,
a Delaware Corporation,

Plaintiff,

v.

Strio Consulting, Inc.,
a Minnesota Corporation,

Defendant.

Case No.: 19-CV-01928-ECT-BRT

Pursuant to Federal Rule of Civil Procedure 15(a)(2), Strio Consulting, Inc. (“Strio”) and RocketPower, Inc. (“RocketPower”) jointly stipulate to amend their respective amended complaints and counterclaims to assert a claim for punitive damages. This stipulation is based upon the following:

WHEREAS on April 17, 2019, Strio filed its Complaint asserting claims for breach of contract, unjust enrichment, and civil theft and conversion.

WHEREAS on April 30, 2019, RocketPower filed its Complaint asserting claims for declaratory judgment, intentional interference with contractual relations, and negligent interference with prospective economic advantage.

WHEREAS on May 10, 2019, RocketPower filed its First Amended Complaint adding a claim for unfair competition.

WHEREAS on October 4, 2019, Strio filed its First Amended Complaint adding a claim for tortious interference with contract.

WHEREAS Strio has answered and asserted a counterclaim for tortious interference with contract.

WHEREAS RocketPower has answered and asserted counterclaims for breach of contract, unjust enrichment, breach of implied covenant of good faith and fair dealing, and civil theft and conversion.

WHEREAS Strio and RocketPower have asserted claims and counterclaims for which punitive damages may be available under applicable state law.

WHEREAS Strio seeks punitive damages in connection with its claims and counterclaims for tortious interference with contract, civil theft, and conversion.

WHEREAS RocketPower seeks punitive damages in connection with its claims and counterclaims for intentional interference with contract, civil theft, and conversion.

IT IS HEREBY STIPULATED, by and between Strio and RocketPower, by and through their respective counsel, that:

1. Strio and RocketPower should be granted leave to amend to file their respective Second Amended Complaint asserting a claim for punitive damages by March 27, 2020.

2. Responsive pleadings and counterclaims shall be due by April 3, 2020. The parties should be permitted to amend their respective responsive pleadings only to the extent necessary to address the opposing party's claim for punitive damages. The parties should be permitted to amend their respective counterclaims only to assert a claim for punitive damages.

3. Answers to counterclaims shall be due by April 10, 2020. The parties should be permitted to amend their previous answers to counterclaims only to the extent necessary to address the opposing party's claim for punitive damages.

Dated: March 13, 2020

ANTHONY OSTLUND
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